



Memorandum of Understanding (MOU)

DEAF AND HARD OF HEARING ENDORSEMENT CONSORTIUM PROGRAM

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the general framework for collaboration among several out-of-state institutions of higher education with teacher preparation programs and a Michigan institution of higher education (hereafter referred to as the Member Institutions) in support of the development and delivery of an on-line education program that will permit certified teachers in Michigan to qualify for an additional Michigan teaching endorsement in Deaf and Hard of Hearing (DHH.) This MOU defines the roles and responsibilities of the Member Institutions as they relate to their membership in the Consortium, and the delivery of courses that meet the needs of the program.

The Michigan Department of Education Office of Special Education will verify completion of the plan of study for a DHH Endorsement in the State of Michigan and will work with the Office of Educator Excellence in awarding the endorsement to Michigan students. Further, the Office of Special Education will serve as the authorizing agent for responsibilities as noted in Appendix 1.

Membership

Membership in this Consortium is determined as a result of each Member Institution agreeing to participate in the multi-state consortium to offer on-line and distance learning offerings for students in Michigan. Member Institutions include Fontbonne University, Minot State University, Saginaw Valley State University, Saint Joseph's University, Texas Woman's University, University of Northern Colorado, University of Wisconsin Milwaukee and Valdosta State University.

Continuation or retention of membership shall be determined by a declaration of participation to other members through a commitment to enter into a MOU with all other Member Institutions and the acceptance of each declared member by all other Member Institutions and the Office of Special Education. Should a Member Institution choose to withdraw from the consortium, the Member Institution shall notify the Michigan Department of Education Office of Special Education with an advance notice of at least one year prior to the date of expected withdrawal from the Consortium and thus this MOU. Membership shall be re-assessed by each member as the MOUs expire and the new MOUs are issued.



The extent to which participating colleges, called Member Institutions, choose to engage in the activities, beyond the basic commitments included in this MOU, will be at the sole discretion of each participating institution.

The Deaf and Hard of Hearing (DHH) program MOU shall be reviewed by the Member Institutions annually to determine if any amendments are needed.

It shall be a common goal of the Member Institutions to:

1. Provide coursework in DHH, which reflects current knowledge and best practices for educating children who are Deaf or hard of Hearing. The plan of study shall be available and used by the Consortium for the duration of this MOU.
2. Prepare and deliver courses that will be available in synchronous and asynchronous electronic formats.
3. Allow and encourage students in the DHH program to select courses from multiple Member Institutions.
4. Agree that students shall be subject to the policies and procedures of each institution, including, but not limited to, those concerning academic misconduct and other discipline issues.
5. Agree that each institution shall own whatever courses it develops, including any and all intellectual property associated. Member Institutions shall not offer courses developed by another member institution or use any intellectual property associated therewith, except as specifically provided for in this MOU or as otherwise authorized in writing by that Member Institution.

Each Member Institution Shall Independently Be Responsible For:

1. Offering courses approved through this consortium.
2. Offering courses at the tuition rate as set by each Member Institution.
3. Setting minimum and maximum enrollment limits for their Member Institution.
4. Offering a course section, making decisions regarding student's issues, such as grading, ethical behavior, etc. that are customarily covered by the institution's handbooks or rules.
5. Communicating schedule of courses by semester, grades, and any decision regarding course cancellation and other necessary information with Aquinas College, the DHH Consortium coordinating university.
6. Each Member Institution shall communicate with collaborating members to determine whether any cancellation will have an impact upon the pool of students that are participating in the DHH program.

Aquinas College will be the central point of entry (see Appendix 1) for students to apply to the Consortium DHH program. The selection of this single point of entry into the program shall in no way restrict the ability of Member Institutions to apply specific admission or registration requirements on students.



Relationship Between the Parties

The relationship between the Member Institutions is that of independent contractors and not of partners, employers, employees or any other kind of relationship. The Member Institutions do not have, and shall not represent that they have, any power, right or authority whatsoever to bind the other Member Institutions in any transaction with third parties, or to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Member Institutions.

Promotion of the Consortium

In order to promote awareness of learning opportunities available through the Consortium, each Member Institution may include relevant information about the Consortium in official university communications, both on-line and in print. It is also noted that any publication, conference presentation or electronic transmission representing the DHH program Consortium will have approval of the majority of Member Institutions. Participating Member Institutions must receive written approval for use of individual Member Institution materials (such as logos, copyrighted materials).

Miscellaneous

Every attempt will be made by the Consortium to ensure that the DHH program approved students are given the opportunity to complete the requirements for a DHH Endorsement prior to the dissolution of this MOU.

The Member Institutions are aware of, and shall comply with all federal, state, and local laws applicable to this MOU, including nondiscrimination laws. Illegal discrimination by a Member Institution shall be regarded as a material breach of this MOU.

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by all Member Institutions.



**Terms of Agreement for this Memorandum of Understanding
Deaf and Hard of Hearing Endorsement Consortium Program**

Each collaborating member will sign a Memorandum of Understanding Agreement. This MOU will be effective January 1, 2019 through December 31, 2024.

This MOU Agreement will be reviewed by the Member Institutions five years from the effective date to determine if the MOU will be renewed and if so, under what terms. The signature below signifies an agreement to this MOU for the DHH program from the individual Member Institution in cooperation with the other participating Member Institutions.

College or University Name: Minot State University

Name/Title (Please Print): Steven Shirley, President

Signature:

A handwritten signature in black ink, appearing to read "Steve Shirley". The signature is fluid and cursive.

Date:

11-5-18



Appendix I

Aquinas College is the central point of entry for students who have been accepted for enrollment in the program. Responsibilities of Aquinas College include:

1. Review student application materials and determine admission into the Deaf and Hard of Hearing (DHH) program.
2. Provide a list of students that have been accepted for enrollment in the DHH program to other Member Institutions.
3. Communicate with member institutions regarding student admission information, course offerings, schedules, syllabuses, fees, and grades as needed.
4. Develop and maintain a Plan of Study with each student from the matrix of course offerings.
5. Provide advising to students for registration, course availability, required prerequisites, and practicum placement.
6. Serve as fiscal agent with MDE-OSE for student reimbursement.
7. Determine if a course outside of the consortium will be accepted as a transfer course if requested by a student.
8. Provide updated information and materials as needed for website.
9. Allow only courses completed within 7 years from the date of the signed Plan of Study to be accepted toward this program.
10. Perform final audit of documents required for submission to MDE-OSE.
11. Advise students that upon completion of all requirements of the DHH program, the student will submit his/her endorsement packet directly to the Michigan Department of Education for consideration of endorsement.